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Attorneys for Creditor
A.J. EXCAVATION INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In Re

PG&E CORPORATION

and

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

Bankruptcy Cases
19-30088-DM (Lead Case)
19-30089-DM

(Jointly Administered)

**A.J. EXCAVATION INC.'S NOTICE OF
PERFECTION OF LIEN**

(11 U.S.C. §§ 362, 546(b))

☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric
Corporation
☒ Affects both Debtors

**All papers shall be filed in the Lead Case
No. 19-30088 DM

Creditor A.J. EXCAVATION INC., ("AJ"), by and through its undersigned counsel, hereby files this notice of perfection, maintenance, and continuation of perfection of its mechanics' lien against the Debtors, PG&E Corporation and Pacific Gas and Electric Company ("Debtors") pursuant to 11 U.S.C. sections 362(b)(3) and 546(b) ("Notice"). In support of this Notice, AJ represents the following:

1. AJ is organized as a California corporation, in the business of performing earthwork, grading, paving, foundation, fencing, excavation, maintenance and/or other related construction

1 services, with its principal place of business at 514 North Brawley Avenue, Fresno, California 93706.

2 2. Debtor Pacific Gas & Electric Company (hereinafter "PG&E") contracted AJ to
3 provide earthwork, grading, paving, foundation, fencing, excavation, maintenance, and/or other
4 related construction services for the improvement of certain real property owed, or reputed to be
5 owned, by PG&E, as provided more fully in the prepetition contract (Long Form) (hereinafter
6 "Contract") . The real property is located at the following address, along with the contract number,
7 more commonly known as:

8 **Templeton Substation**
9 **865 El Pomar Drive, Templeton, CA 93465**
10 **Contract #C11124**

(hereinafter "Real Property").

11 3. Prior to the bankruptcy petition, AJ furnished such labor, materials, equipment, and/or
12 supervision for the earthwork, grading, paving, foundation, fencing, excavation, and other related
13 construction services for the improvement of the Real Property in accordance with the scope of work
14 contained in the Contract, and as amended by applicable work change orders.

15 4. The principal sum, exclusive of interest and other charges, that is currently due and
16 owing to AJ for the labor and materials provided to the PG&E pursuant to the Contract is:

17 **\$261,010.41.**

18 5. Bankruptcy Code, 11 U.S.C. section 362(b)(3), provides that:

19 The filing of a petition under section 301, 302, or 303 of this
20 title...does not operate a stay... under subsection (a) of this section,
21 of any act to perfect, or to maintain or continue the perfection of, an
22 interest in property to the extent that the trustee's rights and powers
23 are subject to perfection under Section 546(b) of this title or to the
24 extent that such act is accomplished within the period provide under
25 section 547(e)(2)(A) of this title. 11 U.S.C. § 362(b)(3).

26 6. Bankruptcy Code, 11 U.S.C. section 546(b), provides that:

27 (1) The rights and powers of a trustee under sections 544, 545, and
28 549 of this title are subject to any generally applicable law that-

(A) permits perfection of an interest in property to be
effective against an entity that acquires rights in such property
before the date of perfection; or

(B) provides for the maintenance or continuation of perfection
of an interest in property to be effective against an entity that

1 acquire rights in such property before the date on which
2 action is taken to effect such maintenance or continuation.

(2) If –

3 (A) a law described in paragraph (1) requires seizure of such
4 property or commencement of an action to accomplish such
5 perfection, or maintenance or continuation of perfection of an
6 interest in property; and

7 (B) such property has not been seized or such an action has
8 not been commenced before the date of the filing of the
9 petition;

10 such interest in such property shall be perfected, or perfection of such
11 interest shall be maintained or continued, by giving notice within the
12 time fixed by such law for such seizure or such commencement. 11
13 U.S.C. § 546(b).

14 7. Pursuant to California Mechanic's Lien law, a claimant must commence an action to
15 enforce a lien within 90 days after recordation of the claim of lien. Cal. Civ. Code § 8460(a). Because
16 the Debtors filed their Chapter 11 petition for bankruptcy on January 29, 2019, it created an automatic
17 stay of all actions, including a claimant's action to enforce a lien. Thus, AJ was prevented from
18 commencing an action to enforce its liens against the Debtors and perfect its mechanic's liens under
19 the law.

20 8. Accordingly, AJ hereby gives this notice in lieu of the commencement of any action to
21 perfect, maintain, or otherwise preserve its mechanics' liens pursuant to 11 U.S.C. § 546(b) and
22 California Civil Code sections 8460(a), including the recording of a claim of lien, the commencement
23 of action to enforce the Mechanics' Liens, the filing of a Pendency of Action, and/or the service of
24 notice on purchasers of production on the Real Property ("Mechanics' Lien"). A true and correct copy
25 of the Mechanics' Lien is attached hereto as Exhibit "A" and incorporated by reference.

26 9. AJ hereby gives notice it intends to enforce its rights under the Mechanics' Lien to the
27 fullest extent allowed under the law. This Notice shall not be construed as an admission that such
28 filing is required or to the necessity of recording, commencement, or seizure. In addition, AJ hereby
gives notice that it has, or may be entitled to, additional mechanics' liens rights to properties owned
by the Debtors as they become due and owing according to prepetition contracts with the Debtors for
the improvement of real property. This Notice shall preserve and continue to preserve any and all of
AJ's rights as to the Mechanics' Liens and Bankruptcy Code.

1 10. AJ reserves the right to amend, supplement, or otherwise modify this Notice and
2 reserves any and all rights entitled to it under the applicable law.

3
4 Dated: March 7, 2019

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

5
6
7 By: /s/ H. Annie Duong
8 David L. Emerzian
9 H Annie Duong
10 Attorneys for Creditor
11 A.J. EXCAVATION INC.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF FRESNO**

3 At the time of service, I was over 18 years of age and **not a party to this action**. I am
4 employed in the County of Fresno, State of California. My business address is 7647 North Fresno
Street, Fresno, CA 93720.

5 On March 7, 2019, I served true copies of the following document(s) described as **A.J.**
6 **EXCAVATION, INC.'S NOTICE OF PERFECTION OF LIEN** on the interested parties in this
action as directed by the Order Implementing Certain Notice and Case Management Procedures issued
March 6, 2019.

7 **BY ELECTRONIC FILING THROUGH CM/ECF PARTICIPANTS:** Based on the
8 Order Implementing Certain Notice and Case Management Procedures, transmission of service
through CM/ECF shall constitute effective service on that Registered Participant. My electronic
9 service address service is dawn.houston@mccormickbarstow.com, and I caused the document(s) to be
sent to the persons using the CM/ECF system. I did not receive, within a reasonable time after the
10 transmission, any electronic message or other indication that the transmission was unsuccessful.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing is
true and correct.

12 Executed on March 7, 2019, at Fresno, California.

13
14 /s/ Dawn Houston
15 Dawn M. Houston
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EXHIBIT A

NOTICE OF MECHANICS' LIEN ATTENTION!

Upon the recording of the enclosed MECHANICS' LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics' lien is recorded.

The party identified in the mechanics' lien may have provided labor or materials for improvements to your property and may not have been paid for those items. You are receiving this notice because it is a required step in filing a mechanics' lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics' lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS' LIENS GO TO THE CONTRACTORS STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

PROOF OF SERVICE AFFIDAVIT

I am a citizen of the United States and employed in Fresno County, California. I am over the age of eighteen (18) years and not a party to the action. My business address is: 514 N. Brawley Ave Fresno CA 93706

On this date I served the foregoing MECHANICS' LIEN on the owners of the property: Pacific Gas & Electric 77 Beale St. San Francisco CA 94105
(Name & Address of Owner)
subject to the mechanics' lien:

☒ by placing a true copy thereof enclosed in a sealed envelope, first-class mail postage prepaid, evidenced by a certificate of mailing, to the owner at the owner's or reputed owner's residence or place of business address or at the address shown by the building permit on file with the authority issuing a building permit for the work, or as otherwise provided in Section 8174 of the California Civil Code.

☐ by personally delivering a true copy thereof to the person(s) at the address set forth below:

I declare under penalty of perjury under the laws of the State of California that foregoing is true and correct.

Executed on: 2-16-19

by: Alisa Emmett

(Your Name)

(SIGNATURE)

RECORDING REQUESTED BY

A.J. Excavation Inc.
514 N. Brawley Avenue
Fresno CA 93706

AND WHEN RECORDED MAIL TO:

A.J. Excavation Inc.
514 N. Brawley Avenue
Fresno CA 93706
Templeton:18-166:2700172195:CNTR:C11124

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MECHANICS' LIEN

The undersigned A.J. Excavation Inc.

[Name of person or firm claiming mechanics' lien. Contractors use name exactly as it appears on contractor's license]

Claimant claims a mechanics' lien upon the following described real property:

City of Templeton, County of San Luis Obispo, California,
Templeton Substation

[General description of property where the work or materials were furnished. A street address is sufficient, but, if possible, use both street address and legal description.]

Emergency Bank 2 Replacement Foundation Phase 2 & Final Grade

Invoice #2018-1016, 2018-1045, 2018-1046, 2018-1052, 2019-1083, & 2019-1084

PO#: 2700172195 Contract#: C11124 #18-155

The sum of \$ 261,010.41 together with interest thereon

[Amount of claim due and unpaid]

at the rate of 10% percent per annum from February 18th, 2019

[Date when balance became due]

is due claimant after deducting all just credits and offsets for the following work and materials furnished by claimant Provide & Install Foundations / Grading / Soil Removal

[Insert general description of work or materials furnished]

Claimant furnished the work and materials at the request of, or under contract with

Pacific Gas & Electric

[Name of person or firm who ordered or contracted for the work or materials]

The owners and reputed owners of the real property or leasehold interest are

Pacific Gas & Electric

[Insert name of owner of real property. This can be obtained from the County Recorder]

Firm Name A.J. Excavation Inc.

By: 

[Signature of claimant or authorized agent]

Alisa Emmett

[Printed name of claimant or authorized agent]

514 N. Brawley Avenue Fresno CA 93706

[Address of claimant or authorized agent]

VERIFICATION

I, the undersigned, say: I am the President

["President of," "Manager of," "A partner of," "Owner of," etc.]

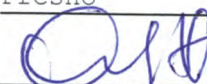
the claimant of the foregoing mechanics' lien. I have read said claim of mechanics' lien and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 19th, 2019, at Fresno, California.

[Date of Signature]

[City Where Signed]


[Personal signature of the individual who is swearing that the contents of the claim of mechanics' lien are true.]

Alisa Emmett - President

[Printed name]

AJ Excavation Inc.

Fresno, CA 93706

O#559-408-5908

F #559-354-0639

Invoice

Date	Invoice #
10/25/2018	2018-1016

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
2700172195		Templeton Sub 18-166

Quantity	Description	Rate	Amount
	BILLING #1: Work completed at the Templeton Substation	90,000.00	90,000.00
		Total	\$90,000.00

AJ Excavation Inc.

Fresno, CA 93706

O#559-408-5908

F #559-354-0639

Invoice

Date	Invoice #
12/11/2018	2018-1045

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
2700172195		Templeton Sub 18-166

Quantity	Description	Rate	Amount
	BILLING #2: Work completed at the Templeton Substation SMP Relay Upgrade Yard Expansion & Foundations. <i>Templeton Sub #18-166</i> <i>Billing #2</i> <i>\$62,175.00</i> <i>12/7/2018</i> <i># 2700172195</i>	62,175.00	62,175.00
		Total	\$62,175.00

AJ Excavation Inc.

Fresno, CA 93706

O#559-408-5908

F #559-354-0639

Invoice

Date	Invoice #
12/11/2018	2018-1046

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
2700172195		Templeton Sub 18-166

Quantity	Description	Rate	Amount
	BILLING #3 (CO#1&2) : Work completed at Templeton Substation SMP Relay Upgrade Yard Expansion & Foundations <i>Templeton Sub #18-166</i> <i>Billing #3 - ^{CO}FA1 + ^{CO}FA2</i> <i>\$57,820.00</i> <i>12/7/2018</i> <i># 2700172195</i>	57,820.00	57,820.00
		Total	\$57,820.00

AJ Excavation Inc.

Fresno, CA 93706

O#559-408-5908

F #559-354-0639

Invoice

Date	Invoice #
12/18/2018	2018-1052

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
2700172195		Templeton Sub 18-166

Quantity	Description	Rate	Amount
	Progress Billing #4- Templeton Sub	12,825.00	12,825.00
Total			\$12,825.00

AJ Excavation Inc.

9662 W. Kearney Blvd.
Fresno, CA 93706
O#559-408-5908

Invoice

Date	Invoice #
2/8/2019	2019-1083

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
2700172195	Net 45	Templeton Sub 18-166

Quantity	Description	Rate	Amount
	BILLING #5: CCO #3 - Templeton Substation	21,940.49	21,940.49
		Total	\$21,940.49

AJ Excavation Inc.

9662 W. Kearney Blvd.
Fresno, CA 93706
O#559-408-5908

Invoice

Date	Invoice #
2/8/2019	2019-1084

Bill To
Pacific Gas & Electric P.O. BOX 7760 San Francisco, CA. 94120

P.O. No.	Terms	Project
2700172195	Net 45	Templeton Sub 18-166

Quantity	Description	Rate	Amount
	BILLING #6 - Templeton Substation	16,249.92	16,249.92
		Total	\$16,249.92



Contract Long Form

Contract No. C11124

Page 1 of 3

Contract (Long Form)

This is a Contract between the below named Contractor ("Contractor") a California corporation and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105.

Contractor's Legal Name:	A.J. Excavation Inc.	PG&E Contract No. C11124
Contractor's Address:	9662 W. Kearney Blvd. Fresno, CA. 93706	This Contract consists of 67 pages.

Project Name: Emergency Bank 2 Replacement Foundation Phase 2 and final grade

Job Location: Templeton Substation

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Scope of Work. This is not an exclusive Contract. This Contract does not guarantee Contractor any Work nor is there any guarantee as to any volume or duration of Work.

Work Summary

- Remove and dispose of approximately 6,750 SF of 3" asphalt per.
- Remove and dispose of approximately 5 LF of 6" asphalt berm.
- Install the following per PG&E Drawing 103171 Rev 10 Foundation Data Sheet.
 - 1..1. Item #61, Control & Battery Building Foundation and Landing Pads
 - 1..2. Item #62, Pull Box #11 & #16
 - 1..3. Item #63, Pull Box #12
 - 1..4. Item #64, Pull Box #13
 - 1..5. Item #65, Pull Box #15
 - 1..6. Item #66, (11) Vehicle Guard Posts
- Provide Site Surveying
- Provide grading to sub grade at expansion and roadway area
- Provide and install approximately 1,500 SF of 4" Class II Baserock to finish grade at new fence line (5'x300 LF).
- Upon a clean soils analytical report and approval from PG&E, load and off haul approximately 400 Tons of non-hazardous soil to a PG&E approved land fill per Section 10.0 Soils Disposal.

ATTACHMENTS: Each of the following documents is attached to this Contract and incorporated herein by this reference:

Attachment 1: Scope of Work, (7 pages)

Attachment 2: General Conditions, (49 pages)

Attachment 3: Authorized Disposal and Recycling Facilities (7 pages)

Attachment 4: Labor Rate Sheet (1 page)

CONTRACT TERM: This Contract is effective upon signature by both parties and expires on 12/31/18

COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E. Work shall be completed by the completion date of 12/31/18. Time is of the essence.

INSURANCE: Contractor shall maintain insurance in accordance with Section 25 Insurance Requirements of the Long Form General Conditions.

TERMS OF PAYMENT: Contractor shall adhere to payment terms in accordance with Section 16 of the General Conditions.

Job Status Report - Unit Price Tracking

Substation Construction Management

P

Substation
Templeton Substation

Job Number
74000700

CWA Number
C11124

Lead Inspector
Brian Goodwin

Phone
559-760-6655

E-Mail
B1G5@PGE.COM

Civil Engineer
CJ Chang

Phone

E-Mail

Environmental Specialist
Richard Auberry

Phone

E-Mail

Contractor
AJ Excavation

Phone

Contractor's Rep
Dave Swofford

Phone

E-Mail

Job Description

230KV MPAC/Station Expansion Project

Start/Completion Dates

Yard Extension Start Date
10/18/2018
Yard Extension End Date
Foundation Start Date
10/3/2018
Foundation End Date

Conduit/Ground Start Date
Conduit/Ground End Date
Final Grade Start Date
Final Grade End Date
Soil Off-Haul Completed

Soil Conditions

Normal ☒
Rocky (3" +) ☐
Solid Rock ☐
Mud ☐
Sandy ☐

Item #	Description of Work	Qty. in Scope	Unit of Measure	Qty. Complete	Qty. Remaining
1	Mobilization/Demobilization	1	EA	1	0
2	Mobilization/Demobilization (Crew Mob)	2	EA	1	1
3	Hand Excavation	5	CY	0	5
4	3" Asphalt	6750	SF	2000	4750
5	6" Asphalt Berm	5	LF	0	5
6	Item #61	1	LS	1	0
7	Item #61	1	LS	0	1
8	Item #62	2	EA	0	2
9	Item #63	1	EA	0	1
10	Item #64	1	EA	0	1
11	Item #65	1	EA	0	1
12	Item #66	11	EA	0	11
13	Site Surveying	1	LS	1	0
14	Grading at Expansion	1	LS	0	1
15	Grading at Expansion Fence Line	1500	SF	0	1500
16	Offhaul & Disposal of Soils	400	Tons	0	400

PG&E Sr. Inspector Name		Date
David Rodriguez		10/19/18
Contractor Foreman's Name		Date
Marvel Duran IV		10/19/18



Pacific Gas and Electric Company®

Company Name	AJ Excavation
Contact Name	
Contact's Phone	
Contact's Email	

Job Description:	Tempelton 70kv/230kv MPAC
CWA #:	74000700/c11124

Item #	Description Of Work	Qty. In Scope	Unit Of Measure	Qty. Remaining	Qty. Complete
1	Mobilization/Demobilization Crew	1	EA	0	1 1
2	#61 Control & Battery Building Landing Pads	1	LS	0	1 1
3	#66 Vehicle Guard Posts (Fixed)	11	EA	3	8 8
4	Mobilization/Demobilization will be invoiced with FA#3 once CCO is received.				
5				0	
6				0	
7				0	
8				0	
9				0	
10				0	
11				0	
12				0	
13				0	
14				0	
15				0	
16				0	
17				0	
18				0	
19				0	
20				0	
21				0	
22				0	
23				0	
24				0	
25				0	
26				0	
27				0	

PG&E	Sr Inspector Name	Phillip Meyer	Date:	12.14.18
Contractor	Foreman's Name	Brian Meyer <i>Keith Gruber</i>	Date:	12/14/18
PG&E	Lead Civil Inspector's Name	Brian Goodwin		



DATE: 10/9/2018

Field Authorization for Addition/Deduction of Work

LOCATION: Templeton Substation ORDER NO./PCC 74000700
 CONTRACTOR AJ Excavation Inc. CONTRACT NO. C11124
 FIELD AUTHORIZATION NO. 1
 DATE WORK TO OCCUR 10/12/2018

Specific description of work to be added or deleted. For hourly rate work, list labor and equipment classifications, hours of work, and hourly rates as applicable.

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Scope Change | <input type="checkbox"/> Planning: External Party | <input checked="" type="checkbox"/> Contract Errors - Planning |
| <input type="checkbox"/> Planning: Cancellation | <input type="checkbox"/> Emergency Work | <input type="checkbox"/> Contract Errors - Development |
| <input type="checkbox"/> Planning: Permitting | <input type="checkbox"/> External Factors | <input type="checkbox"/> Unforeseen Conditions |
| <input type="checkbox"/> Planning: Clearances | <input type="checkbox"/> Engineering & Design | <input type="checkbox"/> Other |

General Description:

The addition of 28CY of concrete in the control building foundation due to the incorrect drawing being sent out to the contractor during the bid process. Per the attached drawing number 3020583-1(control room and battery foundation) section A calls for a 6" slab with a single mat and per the attached approved drawing 3020583-1 section A it calls out to be a 12" slab with a double mat. The addition of the (8) ground rods for grounding of the temp fence is needed because GC can't support the work due to an emergency that took the resources from this project.

DESCRIPTION	QTY	UNIT	PRICE/EA	Price
Provide all labor and materials to change the control building design revision from a 6" slab thickness to overall 12" slab thickness, provide and install all rebar to support a double mat system.	28	CY	\$1,525.00	\$42,700.00
Provide all materials, equipment and labor to install up to (8) ground rods and mechanical clamps to ground temp fence.	8	EA	\$615.00	\$4,920.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL LUMP SUM OR NOT TO EXCEED (UNIT PRICE
OR TIME & MATERIALS) AMOUNT

\$47,620.00

This document, upon signature by PG&E and Contractor, will be used by PG&E to validate and prepare a Contract Change Order and allow additional in-scope work to proceed until a Contract Change Order is executed. Compensation to Contractor for above work will be based on the estimated amount shown above, and as negotiated by PG&E and Contractor. Contractor may not invoice or receive payment for additional compensation and work until a Contract Change Order has been executed by both parties. PG&E reserves the right to suspend, cancel, or terminate the above described work at any time. Should the above described work be cancelled by PG&E, Contractor will be reimbursed for actual costs incurred up to the time work was cancelled.

PREPARED by PG&E with signature <i>Brion Corduin</i>	DATE <u>10/9/2018</u>	APPROVED OR RECOMMENDED by PG&E Supervisor with signature <i>[Signature]</i>	DATE <u>10-9-18</u>
		APPROVED OR RECOMMENDED by PG&E Manager with signature (if necessary per delegation of authority)	DATE
APPROVED by Contractor's Representative Alisa Emmett	Digitally signed by: Alisa Emmett DN: CN = Alisa Emmett email = Alisa@movendirt.com C = US O = A.J. Excavation Inc. OU = President Date: 2018.10.09 12:36:44 -08'00'	APPROVED OR RECOMMENDED by PG&E Director with signature (if necessary per delegation of authority)	DATE

DATE: 11/14/2018

Field Authorization for Addition/Deduction of Work

LOCATION: Templeton Substation ORDER NO./PCC 74000700
 CONTRACTOR AJ Excavation Inc. CONTRACT NO. C11124
 FIELD AUTHORIZATION NO. 2
 DATE WORK TO OCCUR 11/15/2018

Specific description of work to be added or deleted. For hourly rate work, list labor and equipment classifications, hours of work, and hourly rates as applicable.

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Scope Change | <input type="checkbox"/> Planning: External Party | <input type="checkbox"/> Contract Errors - Planning |
| <input type="checkbox"/> Planning: Cancellation | <input type="checkbox"/> Emergency Work | <input type="checkbox"/> Contract Errors - Development |
| <input type="checkbox"/> Planning: Permitting | <input type="checkbox"/> External Factors | <input type="checkbox"/> Unforeseen Conditions |
| <input type="checkbox"/> Planning: Clearances | <input type="checkbox"/> Engineering & Design | <input type="checkbox"/> Other |

General Description:


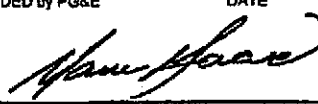
Install 2 IT pull boxes, pull boxes were going to be installed by IT but reached out to us for support because we already have a contractor on site.

DESCRIPTION	QTY	UNIT	PRICE/EA	Price
Mobilize/Demobilize	1	LS	\$2,000.00	\$2,000.00
Provide All Labor And Equipment To Install Two Additional Pull Boxes, Provide Gradeall For The Setting Of Pull Boxes That Are Onsite.	2	EA	\$4,100.00	\$8,200.00
Offhaul Non-Haz Spoils	200	Tons	\$48.00	\$9,600.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL LUMP SUM OR NOT TO EXCEED (UNIT PRICE OR TIME & MATERIALS) AMOUNT

\$19,800.00

This document, upon signature by PG&E and Contractor, will be used by PG&E to validate and prepare a Contract Change Order and allow additional in-scope work to proceed until a Contract Change Order is executed. Compensation to Contractor for above work will be based on the estimated amount shown above, and as negotiated by PG&E and Contractor. Contractor may not invoice or receive payment for additional compensation and work until a Contract Change Order has been executed by both parties. PG&E reserves the right to suspend, cancel, or terminate the above described work at any time. Should the above described work be cancelled by PG&E, Contractor will be reimbursed for actual costs incurred up to the time work was cancelled.

PREPARED by PG&E with signature  DATE <u>11-14-18</u>	APPROVED OR RECOMMENDED by PG&E Supervisor with signature  DATE <u>11/14/18</u>
ACCEPTED by Contractor's Representative with signature <u>Dave Swofford</u> Digitally signed by Dave Swofford Date: 2018.11.14 11:59:17 -08'00' 11/14/2018	APPROVED OR RECOMMENDED by PG&E Manager with signature (if necessary per delegation of authority) DATE
APPROVED OR RECOMMENDED by PG&E Director with signature (if necessary per delegation of authority) DATE	DATE



Invoice CCO1 + CCO2 to new PO 2700204462
(original PO 2700186698)

PG&E Contract Change Order No. 02 (CCO2)
Contract C11743 - AJ Excavation Inc.
Page 1 of 2

Contract Change Order

This is Change Order ("CO") No. 02 to Contract No. C11743 dated October 30, 2018 between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the Terms and Conditions of the Contract.

Contractor's Legal Name	AJ Excavation Inc.	This Contract Change Order consists of 5 page(s)
Contractor's Address	9662 W Kearney Blvd. Fresno, CA 93706	
Project Name:	SMP Relay Upgrade Yard Expansion - Templeton - 74000700	
Job Location:	PG&E's Templeton Substation	

CHANGES: The Parties hereby modify the Contract referenced above as follows:

The total Contract Value is hereby increased by a Lump Sum Amount of \$19,800.00, from \$238,995.00 to \$258,795.00, for Contractor to assist PG&E with the installation of two additional pull boxes, including soil off haul, mobilization/demobilization, labor and equipment.

This CO is signed as of the latest signature date below provided that the Parties specifically agree that this Contract shall be deemed to have been in effect continuously and without interruption since the original effective date of October 30, 2018.

Attachments:


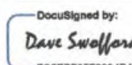
Attachment 1 - Additional Scope of Work, 1 page

Attachment 2 - Exhibit 1A Prime Supplier Subcontracting Plan, 2 pages

PRICING CHANGES:	Previous Total Contract Value:	\$238,995.00
	Addition or Deduction:	\$19,800.00
	Revised Total Contract Value:	\$258,795.00

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: AJ EXCAVATION INC.	
Signature		Signature	
Name	Janetta Tarter	Name	Dave Swofford
Title	Sourcing Supervisor	Title	VP Utility
Date	12/10/2018	Date	12/10/2018



ADMINISTRATION			
PG&E Negotiator	Kyera Fedorchak	Contractor Representative	Dave Swofford
Phone	925-459-6915	Phone	559-408-5908
Email:	kyera.fedorchak@pge.com	Email:	dave@movendirt.com
Accounting Reference	74000700		
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.			
		The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com	
Send ORIGINAL Invoice to:		PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
Send Invoice COPY to:		Jennifer Brothers 6030 West Oaks Blvd., Suite 300 Rockling, CA 95765 or ETS&PSContractInvoicing@pge.com	

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	

62-4675 (09-26-18)

Sourcing



ADDITIONAL SCOPE OF WORK

1.0 WORK DETAILS

Contractor shall provide labor, equipment, tools and materials to necessary to perform the following additional Work required at Templeton Substation located in Templeton, CA. Work is summarized below, but is not necessarily limited to the following:

- 1.1. One additional Mobilization/Demobilization for additional work listed below (\$2,000.00 Lump Sum)
- 1.2. Provide all labor and equipment, including Gradeall, to install two (2) additional Pull Boxes, provided by PG&E. (\$4,100.00 x 2 = \$8,200.00)
- 1.3. Load and off haul an additional 200 Tons (approximate) of non-hazardous soil to a PG&E approved land fill (\$48.00 x 200 = \$9,600.00)

2.0 PRICING & INVOICING

- 2.1. Pricing for the additional Work described herein shall be a combined Not To Exceed (NTE) Unit Rate and Lump Sum Amount of \$19,800.00, which includes all labor, equipment, materials and related expenses to perform the work as identified within and shall be invoiced in accordance with Section 15 of the Construction Long Form General Conditions incorporated herein by reference.
- 2.2. Invoices shall be submitted only for actual Work completed and shall clearly detail each line item's charge. Failure to properly submit invoices may delay payment.

END OF SCOPE OF WORK



Contract Change Order

This is Change Order ("CO") No. 03 to Contract No. C11743 (previously C11124) dated October 30, 2018 between the below-named Contractor ("Contractor"), a California corporation, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the Terms and Conditions of the Contract.

Contractor's Legal Name	AJ Excavation Inc.	This Contract Change Order consists of 5 page(s)
Contractor's Address	9662 W Kearney Blvd. Fresno, CA 93706	

Project Name: SMP Relay Upgrade Yard Expansion - Templeton

Job Location: PG&E's Templeton Substation

CHANGES: The Parties hereby modify the Contract referenced above as follows:

The total Contract Value is hereby increased by a Lump Sum Amount of \$52,000.00, from \$258,795.00 to \$310,795.00, for Contractor to assist PG&E with stabilizing the expansion area for the setting of the MPAC building using a crane.

This CO is signed as of the latest signature date below provided that the Parties specifically agree that this Contract shall be deemed to have been in effect continuously and without interruption since the original effective date of October 30, 2018.

Attachments:

Attachment 1 - Additional Scope of Work, 1 page

Attachment 2 - Exhibit 1A Prime Supplier Subcontracting Plan, 2 pages

PRICING CHANGES:	Previous Total Contract Value:	\$258,795.00
	Addition or Deduction:	\$52,000.00
	Revised Total Contract Value:	\$310,795.00

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: AJ EXCAVATION INC.	
Signature	 DocuSigned by: Janetta Tarter	Signature	 DocuSigned by: Dave Swofford
Name	Janetta Tarter	Name	Dave Swofford
Title	Sourcing Supervisor	Title	VP Utility
Date	12/21/2018	Date	12/21/2018



ADMINISTRATION			
PG&E Negotiator	Kyera Fedorchak	Contractor Representative	Dave Swofford
Phone	925-459-6915	Phone	559-408-5908
Email:	kyera.fedorchak@pge.com	Email:	dave@movendirt.com
Accounting Reference	74000700		
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.			
The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com			
Send ORIGINAL Invoice to:		PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	
Send Invoice COPY to:		Jennifer Brothers 6030 West Oaks Blvd., Suite 300 Rockling, CA 95765 or ETS&PContractInvoicing@pge.com	

INTERNAL PG&E USE ONLY			
Distribution Date			
Distribution of Copies	<input type="checkbox"/> ARIBA Contracts ("CXXXX" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)	
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager	
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor	
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	

62-4675 (09-26-18)

Sourcing



ADDITIONAL SCOPE OF WORK

1.0 WORK DETAILS

Contractor shall provide labor, equipment, tools and materials necessary to perform the following additional Work required at Templeton Substation located in Templeton, CA. Work is summarized below and includes, but is not necessarily limited to, the following:

- 1.1. One additional Mobilization/Demobilization for additional Work listed below (Lump Sum \$2,000.00)
- 1.2. Provide all labor and equipment to provide up to 300 tons of class 2 base rock 12" thick over fabric to stabilize yard expansion for crane to set MPAC building (T&E NTE \$50,000.00)

2.0 PRICING & INVOICING

- 2.1. Pricing for the additional Work described herein shall be a combined **T&E, Not-To-Exceed (NTE) Amount of \$50,000.00 and Lump Sum Amount of \$2,000.00**, increasing the Total Contract Not-To-Exceed Value from \$258,795.00 to \$310,795.00, which includes all labor, equipment, materials and related expenses to perform the Work as identified within and invoiced in accordance with Attachment 4: Labor Rate Sheet of the Contract Long Form C11124.

END ADDITIONAL SCOPE OF WORK